License No. L124882

PARKING LICENSE AGREEMENT

THE STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its legal antecedent entity (hereinafter referred to as "Licensor"), was conveyed fee simple title to the following described property, to wit:

> Being a 0.82 acre (35,600 square feet) parcel of land out of a 0.282 and a 0.926 acre tract or parcel of land both situated in the James Blessing Survey, Abstract 162, Harris County, Texas, and also being out of Westmoreland Farms Amended First Subdivision as per plat recorded in Volume 3, Page 60 of the Map Records of Harris County, Texas, being the same property described in deeds to Houston Lighting & Power Company recorded in Volume 772, Page 487, Volume 1247, Page 309, and Volume 1248, Page 107 of the Deed Records of Harris County, Texas. Said 0.82 acre parcel of land (hereinafter referred to as "Licensed Property") is depicted for locative purposes only on **EXHIBIT "A"**, attached hereto and made a part hereof; and

WHEREAS, Licensor is now occupying or intends to occupy, in part, the Licensed Property for the purpose of erecting and maintaining across and thereon structures and facilities for or incidental to the transmission of electric energy; and

WHEREAS, Evelyn's Park Conservancy, (hereinafter referred to as "Licensee"), is desirous of acquiring from Licensor, a License Agreement (hereinafter referred to as "License") to build and maintain a parking area on the Licensed Property, **subject to Licensor's continuing right and option to cancel or terminate the License, to alter the area which Licensee may occupy or use under the License and/or the conditions under which Licensee may thereafter occupy or use same; it being understood and agreed that this right and option may be exercised by Licensor in its sole discretion based on Licensor's present or future use of the Licensed Property, all as Licensor's requirements may dictate during the term of said License, and in recognition of the fact that Licensor's need for the Licensed Property may change or be altered by future conditions; and**

WHEREAS, Licensor, being an energy delivery company that must maintain the ability to immediately access its rights of way for diverse activities including maintenance, operational and emergency needs, must ensure that any ancillary uses of its properties are subordinate to the primary use of serving electrical purposes and needs; and

WHEREAS, Licensee acknowledges and agrees that the use of the Licensed Property for a parking area is ancillary in nature and is subordinate to the Licensed Property's primary purpose, therefore, Licensee further acknowledges and agrees that said parking area may only be used for secondary and overflow parking (deemed to be non-critical and can be terminated without threatening the livelihood of Licensee's business or facility) and shall not be used for

primary parking (deemed to be an integral part of Licensee's business and critical to sustaining the livelihood of the business or facility it is intended to support); and

WHEREAS, LICENSOR IS WILLING TO PERMIT SUCH USE, PRIVILEGE AND LICENSE PROVIDED THAT SUCH SHALL NOT INTERFERE WITH ANY USE, PRIVILEGE OR OCCUPANCY OF THE LICENSED PROPERTY BY LICENSOR, AND PROVIDED FURTHER THAT SAID LICENSEE AGREES TO BEAR ALL COSTS ASSOCIATED WITH THE BUILDING AND MAINTAINING OF SAID PARKING AREA ON SAID LICENSED PROPERTY AND SHALL HOLD SAID LICENSOR HARMLESS FROM ANY DAMAGE ARISING OUT OF THE USE OF SAID LICENSED PROPERTY, REGARDLESS OF WHETHER SUCH DAMAGE IS SUSTAINED BY SAID LICENSEE, ITS EMPLOYEES, CONTRACTORS OR REPRESENTATIVES AS A RESULT OF ACTS OF SOME THIRD PARTY, OR EVEN WHERE CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF LICENSOR, ITS AGENTS OR EMPLOYEES;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that for and in the consideration of the mutual promises herein contained, the parties hereto do hereby covenant and agree as follows:

I.

Subject to the terms and conditions contained in this License, Licensor agrees to permit the Licensee to build and maintain a parking area for the purpose of parking automotive vehicles, in operative condition and not to exceed fifteen feet (15') in height above natural ground level, on the Licensed Property. If any use of the Licensed Property other than parking of operative vehicles occurs, it will be incumbent upon Licensee to immediately notify Licensor of this non-compliance.

II

The term of this License shall be for FIVE (5) years, commencing April 20, 2017 and ending April 19, 2022, unless Licensee exercises the option to renew or extend the License as provided in Paragraph IV below.

III.

Licensee agrees to pay to Licensor, as rent, the sum of $4,450.00 per year and that each subsequent rental payment shall be due on the 20th day of April of each subsequent year during the original term or any extended term of this License. If payment has not been received within thirty (30) days of the due date, a late fee of $25.00 or 15% of the balance due, whichever is greater, will be assessed. If not paid within sixty (60) days of the due date, Licensor may terminate said License by written notice effective ten (10) days from the posting by mail of said notice addressed to Licensee. Licensor reserves the right to adjust the rental amount at any time and at its sole discretion based on the condition of the Licensed Property and Licensor's assessment of the current market value, tax or fee levies, and other variables affecting the Licensed Property.

IV

Licensee shall have an option to renew or extend this License for an additional period of five (5) years at such rental as may be determined by Licensor, provided that Licensee shall within not less than six (6) months of the end of the term notify Licensor in writing of Licensee's desire to exercise such option. Upon Licensor's receipt of notice from Licensee of a desire to exercise the option for renewal, Licensor shall notify Licensee in writing of the amount of the rental for the renewal term. Unless Licensee, within thirty (30) days after receipt of notice of the new rent, notifies Licensor of acceptance of such rental for the renewal term, the License shall terminate at the end of the term under which Licensee is then occupying the Licensed Property. Licensee shall not be released from any of the conditions (including any unpaid License rentals accrued) herein until final inspection and approval of the Licensed Property has been made by Licensor.

V

Licensor shall have the option during the primary or any extended term of this License to require Licensee to vacate said Licensed Property, or any part thereof, by giving Licensee written notice to so vacate not later than thirty (30) days from the date said written notice, addressed to Licensee, is posted by mailing. If Licensor shall specify in said notice that the whole of said Licensed Property shall be vacated, such notice shall serve to cancel or terminate this License at the expiration of such thirty (30) day period. If Licensor shall specify in said notice that only part of the above described Licensed Property shall be vacated, the rental due hereunder from Licensee shall be adjusted proportionately effective as of the date Licensee vacates as required, according to the square feet of area remaining available for Licensee's use. In the event Licensee shall be required to vacate more than one-half (1/2) of the Licensed Property, Licensee, at its option, may cancel this License as of the date Licensee is required to vacate without penalty or further obligation except for rent through the date Licensee vacates, prorated to the date of cancellation. Licensee shall not be released from any of the conditions (including any unpaid License rentals accrued) herein until final inspection and approval of the Licensed Property has been made by Licensor. All prepaid License rentals will be returned to the Licensee if the inspection of the Licensed Property finds that Licensee has restored the Licensed Property to Licensor's satisfaction.

VI

If Licensee elects to cancel this License during its primary term or any extended term and is not in default under the provisions set forth herein, Licensee shall give thirty (30) days written notice to Licensor of its intention to do so. Licensee, however, shall not be released from any of the conditions (including any unpaid License rental accrued) herein until final inspection and approval of the Licensed Property has been made by Licensor. Licensee agrees, whether said cancellation or termination is initiated by Licensee or Licensor, that the Licensee shall leave the Licensed Property in a satisfactory condition to the Licensor, which shall include, but is not limited to, the removal of all personal property and improvements made to the Licensed Property by Licensee, including impervious surfaces, parking stops and fencing. In the event Licensee damages the Licensed Property, Licensor can request the Licensee to repair the Licensed Property to a condition satisfactory to Licensor. In the event the Licensee fails to restore or

repair the Licensed Property to a condition satisfactory to Licensor after thirty (30) days written notice to Licensee to do so, then the Licensor, without any liability to the Licensee, can restore or repair the Licensed Property to a condition satisfactory to Licensor and invoice Licensee for the costs thereof. Upon receipt of invoice, the Licensee shall promptly reimburse Licensor for all costs incurred with the restoration or repair of the Licensed Property. If the inspection finds that Licensee has restored or repaired the Licensed Property to Licensor's satisfaction, and Licensee has met all other prior conditions of the License, all prepaid License rentals will be reimbursed to Licensee, prorated to the date of cancellation, less reasonable administrative costs.

VII

Licensee agrees that the Licensor and/or assigns shall at all times during the primary or any extended term of this License have the right to enter upon the Licensed Property for any purposes, including the repairing, inspecting and/or maintaining of Licensor's facilities which are now or may hereafter be located thereon. Licensor shall retain the right to permit to third parties use of the Licensed Property, including but not limited to the installation and maintenance of pipelines and telecommunications facilities, including cell sites and other such uses, provided such use will not unreasonably interfere with Licensee's use and enjoyment of the Licensed Property on a continuous basis. As part of the consideration for this License, Licensee agrees that the Licensor shall not be responsible for any damages to Licensee's improvements resulting from such activities and hereby releases all claims that it has now, or may have in the future for such damage.

VIII

Licensee, prior to making any use of said Licensed Property, agrees, at its own expense, to erect a protective guard rail or barricade around each of Licensor's present or future structures located on said Licensed Property and to erect the same in accordance with the specifications attached hereto as **EXHIBIT "B".**

IX

The sole purpose of this License is for the building and maintaining of a parking area, as provided in Paragraph I above. Licensee will be responsible for excluding any and all unauthorized traffic from the Licensed Property. Licensee shall engage in no activity which at any time interferes with Licensor's present or future use of said Licensed Property or which violates any federal, state or city law, regulation or ordinance, including all applicable electrical safety codes. There shall be no discharging of firearms or use of alcohol or illegal drugs on the Licensed Property. Licensee at all times shall keep the Licensed Property in a neat and orderly condition and shall not permit the accumulation of trash or other debris thereon.

X

Licensee further agrees not to use, store or transfer any hazardous, harmful or toxic material, waste or substance, or any pollutant, as such terms may be used in any Federal, state or local statute, ordinance or regulation, upon the Licensed Property except in strict accordance with any and all laws, regulations and ordinances regulating such use or possession. Licensee

shall not dispose of any hazardous, harmful or toxic material, waste or substance, or any pollutant, as such terms are defined by any Federal, state or local statute, ordinance or regulation, on or adjacent to the Licensed Property.

XI

Licensee may, at its sole cost and expense, grade, pave or shell the surface of the Licensed Property. Licensee shall first submit to Licensor for approval a sketch or full information in writing showing the proposed plans for all new improvements or changes to existing improvements. Concrete paving will not be approved. In the event the Licensor determines that the grading, paving or shelling installed by Licensee creates drainage problems, Licensee shall correct the drainage problem(s) at Licensee's sole cost and expense, in a manner approved by Licensor. In the event that Licensee fails to correct any drainage problems caused by Licensee's operations as required herein, within thirty (30) days of receiving written notification, Licensor shall have the option to terminate this license or to repair and correct said drainage problems in which case Licensee shall promptly reimburse Licensor for the cost of making the needed corrections. All surface grading, paving or shelling by Licensee shall be subject to change or removal by Licensor without any liability to Licensee, if such becomes necessary, in Licensor's judgment, for the exercise of Licensor's rights under Paragraph V above.

XII

Licensee shall erect no buildings or structures on the Licensed Property, except fences, as fences are defined herein. The permitted construction of fences, defined for the purposes of this License, shall be limited to those fences constructed in a manner that permits the movement of the fence and shall consist of only wooden or metal poles and chain link or barbed wire. Concrete, bricks, rocks or any other material of like kind are considered permanent structures and are not permitted. Should fences be erected, Licensee will place twenty four (24) foot gates or gaps in the fence at locations designated by Licensor. Licensor shall at all times have access through said gates. Licensee shall be solely responsible for the erection, maintenance and removal of said fencing and gates; and the specification by Licensor, of materials and dimensions for said fencing and gates shall not serve to make Licensor responsible for the safety, stability or fitness of any fence or gate. No dumpsters or trash containers shall be kept on the Licensed Property. Licensee shall not extend any gas, water or electric service to or within the Licensed Property. Licensee agrees to keep that portion of Licensor's property located between the Licensed Property and any of the Licensor's property lines, adjacent licenses, or public roadway surfaces, properly mowed and edged. Licensee further agrees not to plant shrubs, bushes or any landscaping on the Licensed Property without the prior written permission of Licensor. Under no circumstances is Licensee permitted to plant trees upon the Licensed Property.

XIII

Licensee shall suffer no liens to be created on the Licensed Property, but if any lien should become fixed thereon as a result of Licensee's operations, Licensee agrees to fully discharge the same within ten (10) days from receipt of notice thereof.

XIV

If by reason of Licensee's operations or by reason of any improvement made on the Licensed Property by Licensee, Licensor's ad valorem taxes shall increase during any year of the initial term or any extended term of this License, Licensee shall reimburse Licensor for the amount of such increase in taxes upon receipt of notice thereof from Licensor.

XV

It is agreed and understood by the Licensee that the rights, privileges and obligations conferred and imposed upon the Licensee by this License may not be sold, conveyed, devised, sublet or assigned by Licensee to a third party without the written consent of Licensor. Failure to obtain written consent from Licensor shall render this License null and void, and result in the immediate termination of all rights pertaining to the Licensed Property as permitted within this License. Licensee further agrees not to make any separate or distinct charge to third parties of any fees for the parking of vehicles on, or otherwise using, the Licensed Property.

XVI

LICENSEE ACCEPTS THE ABOVE SAID LICENSED PROPERTY IN ITS PRESENT CONDITION, WITH LICENSOR'S FACILITIES THEREON, WITHOUT ANY OBLIGATION ON LICENSOR'S PART TO REPAIR OR MAINTAIN THE SAME, AND ASSUMES ALL RISK OF DAMAGE OR LOSS TO LICENSEE'S PROPERTY WHICH MAY BE INCIDENTAL TO LICENSOR'S PRESENT OR FUTURE USE OF SAID LICENSED PROPERTY. LICENSEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF SAID VEHICULAR PARKING ON LICENSOR'S PROPERTY, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS, CONTRACTORS OR EMPLOYEES, AND EVEN WHEN CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF THE LICENSOR, ITS AGENTS OR EMPLOYEES.

LICENSEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO REAL OR PERSONAL PROPERTY OR NATURAL RESOURCES, PERSONAL INJURY OR DEATH CLAIMS, AND PUBLIC OR PRIVATE CLAIMS OR DEMANDS FOR DIRECT PAYMENT OR REIMBURSEMENT OF INVESTIGATION, REMEDIATION AND GOVERNMENT

OVERSIGHT COSTS, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS AT OR ON LICENSOR'S PROPERTY WHERE SUCH HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS MIGRATE OR ARE OTHERWISE TRANSPORTED OR RELEASED FROM LICENSEE'S, ITS AGENT'S OR CONTRACTOR'S EQUIPMENT, FACILITIES, OR ACTIVITIES WITHIN LICENSOR'S PROPERTY AND/OR RIGHTS OF WAY.

XVII

The rights herein conveyed are hereby expressly made subject to all rights of way and easements (and rights connected therewith) of record or which may be located or placed in, on, over, and under the land affected by the rights herein conveyed and to all reservations, restrictions and conditions of record affecting said Licensed Property.

XVIII

Licensee is responsible for giving notice of its plans and proposed use of the Licensed Property to all parties of record holding existing rights in and to said Licensed Property. Licensee shall, at its sole cost and expense, obtain approval from any and all parties having an interest in, on or under said Licensed Property. The approvals will be submitted to Licensor upon request.

XIX

Licensee agrees to promptly resolve any complaints from homeowners, business or governmental entities relating to the Licensee's use or occupancy of the Licensed Property, and Licensor may, without liability, terminate this License for any failure of Licensee to resolve any such complaint to Licensor's satisfaction.

XX

Licensee agrees that the terms of this License, including any and all extensions or renewals of this License, are confidential and proprietary to Licensor, and Licensee shall not directly or indirectly disclose the terms of the License to any third party during the term of this License. Licensee shall immediately notify Licensor in writing in the event of a disclosure to a third party. Licensee may disclose the terms of the License pursuant to a judicial action after having furnished ten (10) day prior written notice to Licensor, and after exhausting all reasonable legal remedies to maintain the terms of the License protected. Licensee agrees that disclosure inconsistent with this provision shall cause irreparable harm to the Licensor and Licensor may exercise its option to immediately terminate this License.

XXI

In addition to the provisions of Paragraph III above, if Licensee breaches any of the terms or conditions of this License without curing such default within ten (10) days from the receipt of written notice, of such default from Licensor, Licensor may terminate said License by written

notice, addressed to Licensee, effective ten (10) days from the date said notice is posted by mailing.

XXII

Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

To Licensor: CenterPoint Energy
P.O. Box 1700
Houston, Texas 77251
Attention: Surveying & Right of Way

To Licensee: Evelyn's Park Conservancy
P.O. Box 459
Bellaire, Texas 77402

or such other address as shall be furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date so mailed.

XXIII

This License is not intended to convey any interest in real property and constitutes the entire License between the parties and it may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

EXECUTED this 13 day of April, 2017.

LICENSOR:

CenterPoint Energy Houston Electric, LLC

BY: _____
Mark L. Kouwe
Manager, Surveying & Right of Way
Agent & Attorney-in-Fact

LICENSEE:

Evelyn's Park Conservancy

BY: _____
Patricia King-Ritter, President